

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDER & PLS. CO. 102312

25

1, 1949, for damages or injuries to persons or property, both real and personal, owned or claimed by Releasors, or either of them, as owners, possessors, tenants, or lessees of whatsoever kind or nature, whether known or unknown.

2. Agree to indemnify and hold harmless the United States of America, Reconstruction Finance Corporation, and Reynolds Metals Company, and each of them, and their respective officers, agents, employees, successors, or assigns from and against any and all actions and causes of action, suits and causes of suit, trespasses, damages, charges, expenses, claims and demands of any kind or nature of or by any and all persons, firms, or corporations owning or having any interest in the crops, grasses, livestock, or other personalty on said farm or farm lands or in the real estate hereinabove described as owned or operated by Releasors, or either of them, or in the business conducted by Releasors, or either of them, including mortgage liens, or otherwise, arising in connection with any claimed injury or damage occurring while Releasors have been the owners or in possession of said land after September 26, 1946, and before November 1, 1949.

3. Grant unto Reynolds Metals Company, its successors, and assigns, a temporary easement, to the extent that Releasors may do so without breaching or becoming in default under any existing mortgage, contract, or any other agreement affecting said land, permitting said Reynolds Metals Company, its successors and assigns, the privilege of and easement for the diffusion or precipitation of gases, fumes, and particulates from said aluminum plant over and across or upon the farm, farm lands, and real property hereinabove described, such easement to expire upon the first occurrence of any one of the three following events:

(a) Default of Reynolds Metals Company or the United States of America in the escrowing or payment of any monies by them, or either of them, under said Plan,

(b) The date when the control system now being installed in said aluminum plant for the control of said fumes, gases, and particulates is installed and is operating reasonable effectively, or

(c) The arrival of January 1, 1952.

4. Covenant and agree not to sue the United States of America, Reconstruction Finance Corporation, and Reynolds Metals Company, or any of them, or their respective officers, agents, employees, successors, or assigns, none of whom admits any liability but all of whom expressly deny such liability, of and from any and all actions and causes of action, suits and causes of suit, trespasses, damages, charges, expenses, claims, and demands of any kind or nature whatsoever that have arisen or may arise at any time from November 1, 1949, to the first occurrence of any one of the three following events:

(a) Default of Reynolds Metals Company or the United States of America in the escrowing or payment of any monies by them, or either of them, under said Plan,

(b) The date when the control system now being installed in said aluminum plant for the control of said fumes, gases, and particulates is installed and is operating reasonably effectively, or

(c) The arrival of January k, 1952,

by reason of or in connection with the location, existence, or operation of said aluminum plant.

Covenant and agree that if Releasors prior to the occurrence of any one of the three events above specified in subparagraphs (a), (b), and (c) hereof, shall sell or contract to sell all or any part of said farm, farm lands, or real property hereinabove described, or if the Releasors being tenants thereof shall sublet any part of the leased premises or assign the lease covering the same, there shall be included in the conveyance of or contract to sell the same, or the subletting of the same, or assignment of lease of the same, a